


Below is an order of the court.

Note the court's change by interlineation in red in paragraph 1 on page 6.



DAVID W. HERCHER
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Wall to Wall Tile & Stone, LLC (TIN 9732),
Wall to Wall Tile & Stone-Oregon LLC
(TIN 1863), and Wall to Wall Tile & Stone-
Idaho LLC (TIN 9431),

Debtors.

Case No. 19-32600-dwh11
LEAD CASE

(Jointly Administered with Case
Nos. 19-32599-dwh11 and
19-32603-dwh11)

**ORDER AUTHORIZING INTERIM
USE OF CASH COLLATERAL**

THIS MATTER having come before this Court upon Debtors' Motions for Authority to Use Cash Collateral (the "Motion") [Case No. 19-32600-dwh11 ECF No. 14; Case No. 19-32599-dwh11 ECF No. 15; Case No. 19-32603-dwh11 ECF No. 14] seeking interim authority to use cash collateral. The Court, having reviewed the files and records herein, and having considered the presentations of counsel, finds and concludes the following:

A. On July 16, 2019 (the "Petition Date"), Debtors filed voluntary petitions for relief pursuant to Chapter 11 of Title 11 of the United States Code.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a "core" proceeding within the meaning of 28 U.S.C. § 157(b)(2)(M), among other provisions,

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and the Court has authority to enter this Order pursuant to 11 U.S.C. §§ 363 and 105, among other sections.

C. On or about August 21, 2018, Wells Fargo Bank, National Association (hereinafter referred to as “Wells Fargo”) extended a revolving line of credit (the “Wells Fargo Line of Credit”) to Debtors, evidenced, in part, by that certain Credit Agreement dated as of August 21, 2018, in the stated principal amount of \$8,000,000 (the “Credit Agreement”), plus accrued interest at a fluctuating per annum rate of 1.70% above daily one-month LIBOR, as provided by that certain Revolving Line of Credit Note executed by Debtors in favor of Wells Fargo and dated as of August 21, 2018 (the “Note”).

D. Debtors’ obligations under the Wells Fargo Line of Credit are secured by a security interest in and to all of Debtors’ presently owned and thereafter acquired inventory, accounts, general intangibles, rights to payment, and equipment, together with all proceeds of the foregoing (as more fully described in a Security Agreement: Business Assets dated as of August 21, 2018, the “Wells Fargo Collateral”).

E. Wells Fargo filed a UCC-1 financing statement with the Washington Department of Licensing on August 31, 2018, under file number 2018-243-0348-7, naming Wall to Wall Tile & Stone LLC as the debtor with respect to the following described collateral:

All accounts, chattel paper, instruments, documents, general intangibles and other rights to payment of every kind now or at any time hereafter arising out of the business of Debtors, and all goods returned by or repossessed from Debtors’ customers; all inventory, raw materials, component parts, work in process and/or materials now or at any time hereafter used or consumed in Debtors’ business, and all warehouse receipts, bills of lading and other documents evidencing goods now owned or hereafter acquired by Debtors, and all goods covered thereby, including all accessions, additions and improvements thereto and products thereof, wherever located, whether in the possession of Debtors or any warehouseman, bailee or any other person, or in process of delivery, and all goods, tools, machinery, furnishings, furniture and other equipment of Debtors now owned or hereafter acquired, wherever located, and all proceeds of any of the foregoing, whether arising from the sale, lease or other use or disposition thereof, including without limitation, all rights to payment with

respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing, all proceeds of any of the foregoing, whether arising from the sale, lease or other use or disposition thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing.

Wells Fargo also filed a UCC-1 financing statement with the Oregon Secretary of State on September 4, 2018, under file number 91660781, naming Wall to Wall Tile & Stone-Oregon LLC as the debtor, with the same collateral description. Wells Fargo also filed a UCC-1 financing statement with the Idaho Secretary of State on August 30, 2018, under file number 2018-1219879-0, naming Wall to Wall Tile & Stone-Idaho LLC as the debtor, with the same collateral description.

F. The Credit Agreement and all other documents, instruments, amendments, modifications, and agreements relating to the Wells Fargo Line of Credit are collectively referred to herein as the “Wells Fargo Loan Documents.”

G. Based on Debtors’ defaults, Wells Fargo accelerated the maturity of all of Debtors’ obligations under the Wells Fargo Line of Credit on June 25, 2019. Debtors remain indebted to Wells Fargo for the unpaid principal balance owing on the Credit Agreement in the amount of \$6,563,565.03, plus interest through July 12, 2019 in the amount of \$16,173.18, together with attorney’s fees, costs, and other expenses owing under the Credit Agreement (collectively, the “Prepetition Wells Fargo Debt”).¹

H. On or about August 30, 2018, Wells Fargo Equipment Finance, Inc. (hereinafter referred to as “WFEFI”) extended a loan (the “WFEFI Loan”) to Debtors, evidenced, in part, by that certain Master Loan and Security Agreement (the “Loan Agreement”) and a Loan Schedule to Master Loan and Security Agreement, both dated as of August 30, 2018, in the stated principal amount of \$2,493,831.78, plus accrued interest at a per annum rate of 4.36%. On or about April 30, 2019, WFEFI advanced additional amounts on the WFEFI Loan pursuant to a second

¹ Wells Fargo also has claims against Debtors arising out of their outstanding obligations to Wells Fargo under a commercial credit card account.

Loan Schedule to Master Loan and Security Agreement dated as of April 30, 2019, in the stated principal amount of \$309,433.45, plus accrued interest at a per annum rate of 5.98%.

I. Debtors' obligations under the WFEFI Loan are secured by a security interest in and to all of Debtors' presently owned and thereafter acquired inventory, accounts, general intangibles, rights to payment, and equipment, together with all products and proceeds of the foregoing (as more fully described in a Security Agreement dated as of August 30, 2018, the "WFEFI Collateral").

J. WFEFI filed a UCC-1 financing statement with the Washington Department of Licensing on August 31, 2018, under file number 2018-243-0310-4, naming Wall to Wall Tile & Stone, LLC as the debtor with respect to the following described collateral: all assets now owned or hereafter acquired. WFEFI also filed a UCC-1 financing statement with the Oregon Secretary of State on August 31, 2018, under file number 91658794, naming Wall to Wall Tile & Stone-Oregon LLC as the debtor, with the same collateral description. WFEFI also filed a UCC-1 financing statement with the Idaho Secretary of State on August 31, 2018, under file number 2018-1219923-3, naming Wall to Wall Tile & Stone-Idaho LLC as the debtor, with the same collateral description.

K. The Loan Agreement and all other documents, instruments, amendments, modifications, and agreements relating to the WFEFI Loan are collectively referred to herein as the "WFEFI Loan Documents."

L. Debtors remain indebted to WFEFI for the unpaid principal balance owing on the Loan Agreement in the amount of \$2,309,952.38, plus interest through July 15, 2019 in the amount of \$5,108.23, together with attorney's fees, costs, and other expenses owing under the Loan Agreement (collectively, the "Prepetition WFEFI Debt").

M. Debtors admit that the Prepetition Wells Fargo Debt and the Prepetition WFEFI Debt constitute legal, valid, and binding obligations of Debtors, enforceable in accordance with their respective terms (other than in respect of the stay of enforcement arising under Bankruptcy

Code § 362), that no offsets, defenses, or counterclaims to the Prepetition Wells Fargo Debt or the Prepetition WFEFI Debt exist, and that no portion of the Prepetition Wells Fargo Debt or the Prepetition WFEFI Debt is subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law. Debtors also admit that Wells Fargo liens on and security interests in the Wells Fargo Collateral (the “Prepetition Wells Fargo Liens”) and the WFEFI liens on and security interests in the WFEFI Collateral (the “Prepetition WFEFI Liens”) constitute valid, binding, enforceable, and perfected liens on and security interests in, respectively, the Wells Fargo Collateral and the WFEFI Collateral, and that such liens and security interests are not subject to avoidance or subordination. The foregoing admissions are without prejudice to the right of any Official Committee of Unsecured Creditors or any other party-in-interest in this Chapter 11 case or by any Chapter 7 Trustee, to challenge the amounts of the Prepetition Wells Fargo Debt or the Prepetition WFEFI Debt, or the validity, enforceability, perfection, or priority of the Wells Fargo and WFEFI liens on and security interests in the Wells Fargo Collateral and the WFEFI Collateral, or to assert that the prepetition Wells Fargo Debt or the WFEFI Debt is subject to avoidance, restructuring, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

N. Debtors admit that all of Debtors’ cash, including, but not limited to, cash proceeds from the collection of customer contracts and accounts receivable (“Cash Collateral”), is cash collateral of Wells Fargo and WFEFI within the meaning of 11 U.S.C. § 363(a).

O. Debtors require the immediate use of Cash Collateral to minimize disruption to, and avoid termination of, its operations, and thereby avoid immediate and irreparable harm to its business pending a final hearing pursuant to Bankruptcy Rule 4001(b)(2). Debtors propose to use Cash Collateral pursuant to the terms set forth herein and the budget attached hereto as **Exhibit A** (the “Interim Budget”). Debtors have requested that Wells Fargo and WFEFI consent to Debtors’ use of its Cash Collateral, and Wells Fargo and WFEFI have agreed to do so, but only on the terms set forth in this Order.

Now, based upon the foregoing, IT IS HEREBY ORDERED as follows:

1. Debtors are hereby authorized, on an interim basis, to use Cash Collateral to fund the reasonable, necessary, and ordinary costs and expenses of its operations through the date that is the earlier of (a) August 5, 2019, or (b) entry of a subsequent order of the Court terminating Debtors' authority to use Cash Collateral, but only in accordance with the terms of this Order and the Interim Budget.

2. Debtors shall be in compliance with their obligations related to the Interim Budget so long as (a) the total amount of Cash Collateral used does not exceed the total amount set forth in the Interim Budget for all expenses by more than 10% for any given month, and on a cumulative basis; and (b) the amount of the line item in the Interim Budget for "Availability (Over-Advance)" does not deteriorate by more than 10% for any given month (the "Variances"). The Variances may be increased by amounts necessary to fund Debtors' operations with the prior written consent of Wells Fargo and WFEFI and without further order of the Court. Debtors shall otherwise not use Cash Collateral for any purpose that is not authorized by the Bankruptcy Code, the Interim Budget, and this Order or subsequent order of the Court. On or before 10 days after the end of each month, Debtors shall deliver to Wells Fargo and WFEFI a report comparing, on a line item and aggregate basis, Debtors' actual performance to the Interim Budget.

3. Pursuant to Sections 361, 362, and 363 of the Bankruptcy Code, as and for adequate protection for Debtors' use of Cash Collateral, Wells Fargo and WFEFI are each hereby granted valid, binding, enforceable, and perfected security interests and liens in the same priority as, respectively, the Prepetition Wells Fargo Liens and the Prepetition WFEFI Liens in and to all personal property of Debtors, whether now owned or hereafter acquired and wherever located, that is of the same type of personal property as, respectively, the Wells Fargo Collateral and the WFEFI Collateral, and all rents, profits, and other proceeds thereof (the "Replacement Liens"). The Replacement Liens are in addition to the Prepetition Wells Fargo Liens and the Prepetition WFEFI Liens, and shall remain in full force and effect notwithstanding any

subsequent conversion or dismissal of this case. The granting of such Replacement Liens shall be in addition to Wells Fargo and WFEFI's respective rights in the Wells Fargo Collateral and the WFEFI Collateral, and nothing herein shall constitute a waiver of Wells Fargo and WFEFI's respective rights in the Wells Fargo Collateral and the WFEFI Collateral. The Replacement Liens shall be senior in priority to any and all liens or security interests in the assets of Debtors and their estates, whenever granted. Granting these Replacement Liens to Wells Fargo and WFEFI is for the purpose of providing adequate protection to Wells Fargo and WFEFI to protect their respective allowed secured claims as of the Petition Date and is not intended, nor shall it be deemed, to improve the collateral position of either of them as of the Petition Date.

4. The Replacement Liens shall be valid, perfected, and enforceable security interests and liens on the personal property of Debtors without further filing or recording of any document or instrument or any other action. Notwithstanding the foregoing, if Wells Fargo or WFEFI desires to take any action or record or file any instrument or document for the purpose of evidencing or perfecting the Replacement Liens, then (a) Debtors shall fully cooperate with Wells Fargo and/or WFEFI in doing so; and (b) the automatic stay shall be, and hereby is, modified to permit Wells Fargo and/or WFEFI to take such actions.

5. As additional adequate protection to Wells Fargo, Debtors shall make monthly payments to Wells Fargo in the amount of \$23,000, commencing on July 31, 2019, and continuing monthly thereafter on the last day of each month. As additional adequate protection to WFEFI, Debtors shall make monthly payments to WFEFI (a) in the amount of \$7,264.22, commencing on July 19, 2019, and continuing monthly thereafter on the 15th day of each month; and (b) in the amount of \$56,620.04, commencing on July 31, 2019, and continuing monthly thereafter on the last day of each month.

6. Debtors shall otherwise comply in all respects with the provisions of the Wells Fargo Loan Documents and the WFEFI Loan Documents to the extent practicable and consistent with the Bankruptcy Code and Bankruptcy Rules, including, but not limited to,

maintenance of the Wells Fargo Collateral and the WFEFI Collateral and insurance (including all property and casualty risks).

7. This Order shall not constitute a waiver by Wells Fargo or WFEFI of any of their respective rights under the Wells Fargo Loan Documents or the WFEFI Loan Documents, the Bankruptcy Code, or other applicable law including, without limitation, (a) Wells Fargo and WGEFI's rights to later assert that, notwithstanding the terms and provisions of this Order, any of their interests in, respectively, the Wells Fargo Collateral and the WFEFI Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d)(1) or 363(e); or (b) Wells Fargo and WFEFI's rights to assert a claim under Bankruptcy Code Sections 506(b) and/or 507(b). Any rights granted to Wells Fargo or WFEFI in this Order are in addition to, and not intended as a waiver or substitution for, any rights, remedies, liens, or security interests granted to them, respectively, under the Wells Fargo Loan Documents and the WFEFI Loan Documents, or the right to adequate protection under Bankruptcy Code Section 363. Wells Fargo or WFEFI's failure, at any time or hereafter, to require strict performance by Debtors (or by any trustee) of any provision of this Order shall not waive, affect, or diminish any right of either of them thereafter to demand strict compliance and performance therewith. No delay on the part of Wells Fargo or WFEFI in the exercise of any right or remedy under, respectively, the Wells Fargo Loan Documents or the WFEFI Loan Documents, or under this Order, shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy.

8. Debtors shall permit representatives, agents, and/or employees of Wells Fargo and WFEFI to have reasonable access to their premises and to their records during normal business hours (without unreasonable interference with the proper operation of Debtors' business), and shall cooperate, consult with, and provide to such persons all such nonprivileged information as they may reasonably request.

9. The authority of Debtors to use Cash Collateral pursuant to this Order shall terminate automatically upon the earlier of (each, a “Change Event”) (a) Debtors’ material breach of this Order or the Interim Budget that is not cured within five business days after written notice to counsel for Debtors; (b) entry of an order that stays, reverses, vacates, or modifies this Order in any material respect without the prior written consent of Wells Fargo and WFEFI, unless such order otherwise provides; (c) conversion of Debtors’ case to a case under Chapter 7 of the Bankruptcy Code; or (d) the appointment of a trustee in this Chapter 11 case. Upon the occurrence of a Change Event, Wells Fargo and WFEFI shall each have the right to note a hearing before this Court seeking such relief as either of them may deem appropriate upon five business days’ notice to (i) counsel for Debtors; (ii) counsel for any statutory committee appointed herein, or if no such committee has been appointed, then to the 20 largest unsecured creditors; (iii) the Office of the U.S. Trustee; and (iv) all parties that have requested special notice herein.

10. The provisions of this Order shall be binding on any trustee appointed by the Court in either this case or upon the conversion of this case to one under Chapter 7.

11. This Order shall be effective as of the date of entry by the Court.

IT IS FURTHER ORDERED that a continued hearing on Debtors’ Motion shall be held by the Court in Courtroom 3 of the United States Bankruptcy Court for the District of Oregon, 1050 SW Sixth Ave., #700, Portland, Oregon 97204 on August 5, 2019, at 10:00 a.m. or via telephone number 1-888-684-8852, access code 5870400# (although testimony will not be permitted by telephone) before the Honorable David W. Hercher. By July 19, 2019, Debtors shall mail or otherwise serve a copy of this Order, together with a notice of the further hearing.

#

I certify that I have complied with the requirements of LBR 9021-1(a).

Presented by:

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By /s/ Timothy J. Conway

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040202/00003/10190190v1

EXHIBIT A

Interim Budget

Wall to Wall Tile and Stone, LLC

NOTES AND ASSUMPTIONS

13 WEEK FORECAST - July 16, 2019 - October 13, 2019

Petition Date July 16, 2019

- 1 This analysis has been prepared solely from the information obtained from management. We have based estimates and projections based on on-site visit discussions, interviews with management personnel, and obtaining management prepared reports. Accordingly, actual results may be materially different than projected herein.
- 2 Analysis reflects cash receipts based on historical amounts provided by management, forecast sales and recent DSO.
- 3 Operating expenses included are based on the annual 2018 and May Y-T-D 2019 income statements, adjusted for the anticipated changes in revenues, and adjusted for seasonality based on 2018 results. Specific items have been adjusted as necessary to reflect fixed costs not driven by revenues or other cost reduction measures.
- 4 Analysis assumes vendor deposits will be required in week 1 totaling \$150,000.
- 5 Analysis anticipates Wells Fargo equipment loan payments will continue during forecast period.
- 6 Analysis assumes LOC is frozen and company will utilize cash collateral during the bankruptcy.
- 7 Professional fees for debtors counsel, unsecured creditors counsel and EHI will only be paid after court approval and after the end of the initial 13-week forecast period. Debtors counsel fees are estimated at \$300,000 of which \$100,000 has been disbursed as a pre-petition retainer. Unsecured creditors counsel fees are estimated at \$50,000. EHI fees are estimated at \$300,000 of which \$100,000 has been disbursed as a pre-petition retainer.
- 8 Cash receipts are estimated by management, consistent with historical payment patterns reflecting customer terms of payment due by 10th of the month.
- 9 Payroll and benefits expense assumes cost is equivalent to the June 14, 2019 payroll based on the current payroll bi-weekly with specific adjustments provided by management. Analysis estimates employer payroll taxes accrue at a 12% rate.
- 10 Medical & Dental benefit costs are the same as incurred in May 2019 and are paid the last week of the coverage month. Washington Quarterly Workers Compensation liability is \$280,000, paid 3 weeks after the end of the calendar quarter. The Oregon and Idaho workers compensation liability is paid monthly.
- 11 Analysis assumes all personal property taxes are current and there are no amounts due and payable during the 13 week forecast time frame.
- 12 Analysis assumes bank will receive adequate protection payments at LIBOR base rate of approximately 4.1% per annum and there is no rate adjustment for default.
- 13 Management does not plan to make any capital expenditures during the 13 week forecast period.
- 14 U.S. Trustee Fees at 1% of quarterly disbursements are not included in the initial 13-week forecast. The first payment will be due on October 31, 2019 and is estimated to be approximately \$77,000.
- 15 The company has secured Post Petition Financing for \$850,000.00 for this 13 week period, subject to Bankruptcy Court approval.

Exhibit A
1 of 3

Wall to Wall Tile and Stone, LLC

ESTIMATED CASH FLOW FORECAST POST-PETITION
13 WEEK ROLLING - July 16, 2019 - October 13, 2019

For the weeks ending:

DAY/WEEK #:	7/16 - 7/21/2019	7/28/2019	8/4/2019	8/11/2019	8/18/2019	8/25/2019	9/1/2019	9/8/2019	9/15/2019	9/22/2019	9/29/2019	10/6/2019	10/13/2019	TOTAL POST-PETITION 13 WEEKS PROJECTED
DATE:														
Sales	649,524	649,524	639,349	624,087	624,087	624,087	624,087	624,087	696,253	696,253	696,253	649,504	637,817	8,367,829
Beginning Cash Balance	657,511	1,230,626	568,647	414,685	226,648	780,965	523,471	503,188	262,390	781,444	486,550	675,829	226,069	657,511
Cash Receipts	1,500,000	650,000	400,000	600,000	900,000	600,000	500,000	500,000	500,000	600,000	500,000	500,000	500,000	9,000,000
Cash Disbursements	(926,885)	(1,311,979)	(553,962)	(788,037)	(345,683)	(857,494)	(520,283)	(740,798)	(380,947)	(894,893)	(360,721)	(949,760)	(318,059)	(8,949,501)
Ending Cash Balance	1,230,626	568,647	414,685	226,648	780,965	523,471	503,188	262,390	781,444	486,550	675,829	226,069	708,010	708,010
CASH RECEIPTS:														
Accounts Receivable	750,000	650,000	400,000	600,000	900,000	600,000	500,000	500,000	900,000	600,000	550,000	500,000	800,000	8,150,000
Post-Petition Financing	750,000	-	-	100,000	-	-	-	-	-	-	-	-	-	850,000
TOTAL CASH RECEIPTS	1,500,000	650,000	400,000	600,000	900,000	600,000	500,000	500,000	900,000	600,000	550,000	500,000	800,000	9,000,000
CASH DISBURSEMENTS:														
COST OF GOODS SOLD:														
MATERIAL PURCHASES	544,857	344,857	291,805	187,226	187,226	187,226	187,226	167,101	208,876	208,876	208,876	194,851	191,345	3,110,349
TOTAL COST OF GOODS SOLD	544,857	344,857	291,805	187,226	187,226	187,226	187,226	167,101	208,876	208,876	208,876	194,851	191,345	3,110,349
OPERATING COSTS:														
PAYROLL, PAYROLL TAXES, PAYROLL FEES	-	556,372	-	513,847	-	513,847	-	513,847	-	513,847	-	513,847	-	3,125,607
INSURANCE - W/C & HEALTH	11,500	345,000	1,100	8,900	-	66,100	-	11,500	8,900	11,500	65,000	1,100	8,900	505,000
VEHICLE	25,000	11,500	11,500	11,500	25,000	11,500	25,000	25,000	11,500	25,000	25,000	25,000	11,500	149,500
SUPPLIES	38,093	25,000	25,000	25,000	38,093	25,000	25,000	25,000	38,093	25,000	25,000	25,000	25,000	325,000
INSURANCE - PROPERTY/LIABILITY	-	-	-	-	-	-	-	-	-	-	-	-	-	114,279
FF&E LEASE/RENTAL	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	9,000
FF&E NON-CAP. R&M	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	48,400
CUSTOMER SITE OVERHEAD	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	19,500
LANDING COSTS - FOREIGN SERVICES	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	78,000
FACILITY RENT & CAM's	-	100,492	100,492	18,214	18,214	100,492	100,492	18,214	18,214	100,492	18,214	18,214	18,214	356,117
FACILITY REPAIR & MAINTENANCE	400	400	400	400	400	400	400	400	400	400	400	400	400	5,200
UTILITIES	13,500	-	-	-	13,500	-	-	-	-	13,500	-	-	-	40,500
FACILITY SERVICES	27,200	-	-	-	-	27,200	-	-	-	27,200	-	-	-	81,600
TAXES, FEES, LICENSES	25,500	500	500	500	500	25,500	500	500	500	25,500	500	500	500	81,600
TRAVEL, M&E	12,500	-	12,500	-	12,500	-	12,500	-	12,500	-	12,500	-	12,500	87,500
COMMUNICATION	-	-	-	-	13,500	-	13,500	-	13,500	-	13,500	-	13,500	40,500
POSTAGE & DELIVERY	575	575	575	575	575	575	575	575	575	575	575	575	575	7,475
CREDIT CARD MERCHANT FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	25,500
OUTSIDE SERVICES	1,675	425	1,675	425	1,675	425	1,675	425	1,675	425	1,675	425	1,675	16,525
EMPLOYEE TRAINING, CONFERENCES, DUES & SUBSCRIPTIONS	150	150	150	150	150	150	150	150	150	150	150	150	150	1,950
COMPUTER SYSTEMS	3,000	5,900	4,346	-	1,000	10,245	10,245	-	1,000	-	10,245	-	1,000	33,735
ADVERTISING & MARKETING	150,000	-	-	-	3,000	-	-	-	3,000	-	-	-	3,000	12,000
DEPOSITS & PREPAYS	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000
LEGAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EHI FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADEQUATE PROTECTION PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	320,393	957,122	195,537	590,811	141,193	615,897	266,437	563,697	154,807	631,647	141,848	688,289	116,714	5,384,388
ADDITIONAL CASH OUTFLOWS														
ASSET PURCHASES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LOAN PAYMENTS - WELLS FARGO EQUIPMENT FINANCE	7,264	-	56,620	-	7,264	-	56,620	-	7,264	-	-	56,620	-	191,663
LOAN PAYMENTS - ENTERPRISE	44,371	-	-	-	-	44,371	-	-	-	44,371	-	-	-	133,112
MISCELLANEOUS	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	130,000
US TRUSTEE FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ADDITIONAL CASH OUTFLOWS	61,635	10,000	66,620	10,000	17,264	54,371	66,620	10,000	17,264	54,371	10,000	66,620	10,000	454,765
TOTAL CASH DISBURSEMENTS	926,885	1,311,979	553,962	788,037	345,683	857,494	520,283	740,798	380,947	894,893	360,721	949,760	318,059	8,949,501
NET CASH INFLOW/(OUTFLOW)	573,115	(661,979)	(153,962)	(188,037)	554,317	(257,494)	(20,283)	(240,798)	519,053	(294,893)	189,279	(449,760)	481,941	50,489
PROJECTED LOC BALANCE														
BEGINNING LOC BALANCE	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565
Less: Collections Received	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plus: Cash disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENDING LOC BALANCE	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565
AVAILABILITY (OVER-ADVANCE)														
	(803,281)	(747,830)	(528,752)	(437,809)	(655,977)	(649,145)	(587,313)	(494,537)	(743,013)	(683,356)	(586,199)	(467,883)	(563,993)	

Disclaimer: These projections are based on historical data supplied by debtor and estimates made by debtor management and EHI. Material changes in this data or estimates may substantially alter the findings. See attached List of assumptions and notes.

Wall to Wall Tile and Stone LLC

Forecast Collateral Coverage
13 Week Rolling

	7/21/2019	7/28/2019	8/4/2019	8/11/2019	8/18/2019	8/25/2019	9/1/2019	9/8/2019	9/15/2019	9/22/2019	9/29/2019	10/6/2019	10/13/2019	TOTAL 13 WEEKS PROJECTED
	WEEK 1 PROJECTED	WEEK 2 PROJECTED	WEEK 3 PROJECTED	WEEK 4 PROJECTED	WEEK 5 PROJECTED	WEEK 6 PROJECTED	WEEK 7 PROJECTED	WEEK 8 PROJECTED	WEEK 9 PROJECTED	WEEK 10 PROJECTED	WEEK 11 PROJECTED	WEEK 12 PROJECTED	WEEK 13 PROJECTED	
Beginning Revolver Loan Balance	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	
Less: Collections Received														
Plus: Advances														
Ending Revolver Loan Balance	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	6,563,565	
Total Available Collateral (Over) Available Advance	5,760,284 (803,281)	5,815,735 (747,630)	6,034,813 (528,752)	6,123,756 (437,809)	5,907,588 (635,977)	5,914,420 (649,145)	5,996,252 (667,315)	6,069,028 (494,537)	5,820,552 (745,073)	5,880,209 (683,356)	5,977,366 (586,199)	6,105,712 (457,853)	5,979,572 (563,983)	
Available Collateral:														
Beginning Accounts Receivable	2,255,749	2,155,273	2,154,797	2,404,320	2,543,670	2,267,757	2,291,844	2,415,932	2,540,019	2,197,021	2,293,274	2,439,527	2,635,780	
Plus: Sales	649,524	649,524	649,524	639,349	624,087	624,087	624,087	624,087	557,002	696,253	696,253	696,253	649,504	
Less: Collections	(750,000)	(650,000)	(400,000)	(500,000)	(900,000)	(600,000)	(500,000)	(500,000)	(900,000)	(600,000)	(550,000)	(500,000)	(800,000)	
Ending Accounts Receivable	2,155,273	2,154,797	2,404,320	2,543,670	2,267,757	2,291,844	2,415,932	2,540,019	2,197,021	2,293,274	2,439,527	2,635,780	2,485,284	
Less: Ineligibles														
Qualifying Accounts Receivable	2,155,273	2,154,797	2,404,320	2,543,670	2,267,757	2,291,844	2,415,932	2,540,019	2,197,021	2,293,274	2,439,527	2,635,780	2,485,284	
Advance Rate	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Available Accounts Receivable	1,616,455	1,616,097	1,803,240	1,907,752	1,700,818	1,718,883	1,811,949	1,905,014	1,647,766	1,719,958	1,829,645	1,976,835	1,863,963	
Available Inventory														
Beginning Inventory	8,884,490	9,208,509	9,332,528	9,403,495	9,373,342	9,348,379	9,323,415	9,298,452	9,253,363	9,272,858	9,245,008	9,217,158	9,175,283	
Receipts	544,857	344,857	291,805	187,226	187,226	187,226	187,226	187,101	208,876	208,876	208,876	194,851	191,345	
Cost of Materials Sold	(220,838)	(220,838)	(220,838)	(217,379)	(212,190)	(212,190)	(212,190)	(212,190)	(189,381)	(236,726)	(236,726)	(236,726)	(220,831)	
Ending Inventory	9,208,509	9,332,528	9,403,495	9,373,342	9,348,379	9,323,415	9,298,452	9,253,363	9,272,858	9,245,008	9,217,158	9,175,283	9,145,797	
Less: Ineligibles														
Qualifying Inventory	9,208,509	9,332,528	9,403,495	9,373,342	9,348,379	9,323,415	9,298,452	9,253,363	9,272,858	9,245,008	9,217,158	9,175,283	9,145,797	
Advance Rate	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	
Available Inventory	4,143,829	4,199,638	4,231,573	4,218,004	4,206,770	4,195,537	4,184,303	4,164,013	4,172,786	4,160,253	4,147,721	4,128,877	4,115,608	

LIST OF INTERESTED PARTIES

In re Wall to Wall Tile & Stone, LLC
U.S. Bankruptcy Court Case No. 19-32600-dwh11

In re Wall to Wall Tile & Stone-Oregon LLC
U.S. Bankruptcy Court Case No. 19-32599-dwh11

In re Wall to Wall Tile & Stone-Idaho LLC
U.S. Bankruptcy Court Case No. 19-32603-dwh11

ECF PARTICIPANTS

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NON-ECF PARTICIPANTS

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King County Assessments Dept.
500 4th Ave. S. #708
Seattle, WA 98104

Ada County Assessor
190 E. Front St. #107
Boise, ID 83702

Deschutes County Tax Collector
POB 7559
Bend, OR 97701

TOP 20 UNSECURED CREDITORS

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Vancouver, WA 98668

Vancouver City Water
Public Works Administration
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